



The St. Lawrence
Seaway Management
Corporation

Corporation de Gestion
de la Voie Maritime
du Saint-Laurent

INSURANCE CONDITIONS

INSURANCE CONDITIONS

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INSURANCE CONDITIONS

The following terms and conditions are to be read in conjunction with the SLSMC Supplementary Conditions that forms part of the Contract between the SLSMC and the Contractor.

DEFINITIONS

- 1.1. “Contract” means the purchase order or other agreement governing the purchase of goods or services by the SLSMC from the Contractor.
- 1.2. “Contractor” means the entity or individual entering into a Contract with the SLSMC to supply Work whether by lease or sale.
- 1.3. “occurrence” means any one loss, disaster or casualty or series of losses, disasters or casualties arising out of one event, if the same event continues for a period of time, the event shall be considered to be one occurrence.
- 1.4. “Subcontractor” means any entity or individual engaged by the Contractor to perform, supply or provide by way of lease any part of the Work.
- 1.5. “Supplementary Conditions” means the document specifying which of the parts of these Insurance Conditions are incorporated into the Contract.
- 1.6. “Work” refers to the goods or services to be supplied by the Contractor, whether by lease or by sale, pursuant to the Contract.

PART 1 – GENERAL INSURANCE CONDITIONS (GIC)

GIC 1 INDEMNIFICATION

- 1.1. To the extent resulting from any willful or negligent act or omission on the part of the Contractor, its employees, agents, Subcontractors or any other person under the Contractor’s direction and authority in performing the Work or as a result of the Work, the Contractor shall:
 - (a) indemnify and hold harmless the SLSMC, His Majesty the King in right of Canada and their respective representatives from losses and costs or damage attributable to loss or damage to property; and
 - (b) indemnify, hold harmless and defend the SLSMC, His Majesty the King in right of Canada and their respective representatives against, all third-party claims, demands, losses, costs including judicial and extrajudicial costs arising from any legal action, damages, actions, suits or proceedings and by whomever made, bought, or prosecuted in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property.

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- 1.2. The Contractor shall defend, indemnify and hold harmless the SLSMC and His Majesty the King in right of Canada and their respective representatives from and against all costs, charges and expenses whatsoever arising from any third-party claims, demands, actions, suits, and proceedings alleging infringement of a patent, any registered industrial design or any copyright or any other kind of intellectual property in respect of the use of anything furnished pursuant to the Contract.
- 1.3. The Contractor's liability to indemnify the SLSMC under the Contract shall not affect or prejudice the SLSMC from exercising any other rights or remedies available to it under law.
- 1.4. Contractor's obligation to insure shall not operate to limit the Contractor's liability under the Contract unless otherwise expressly provided.

GIC 2 CONTRACTOR'S RESPONSIBILITY FOR SUBCONTRACTORS

- 2.1. The Contractor must ensure that Subcontractors maintain insurance up to the limits required by the Contract or are otherwise covered by the Contractor's insurance in order to support the Contractor's insurance requirements under the Contract.

GIC 3 PERIOD OF INSURANCE AND PROOF OF INSURANCE

- 3.1. The required insurance policies shall attach from the earlier of effective date of the Contract and date of commencement of Work. At minimum the policies shall be maintained until the end of the term (if any) or where no term is specified, then until the completion of Work, unless these Insurance Conditions specify a later date.
- 3.2. Preceding the start of any Work, the Contractor shall provide a certificate of insurance attesting that coverage meets the requirements of the Contract.
- 3.3. If, loss or damage is incurred to property insured by the insurance policy evidenced to the SLSMC and there is in force any other insurance policies covering the same interest, the policy evidenced to the SLSMC shall be primary insurance.

GIC 4 NOTIFICATION OF MATERIAL CHANGES

- 1.1. Each insurance policy shall contain a provision that 60 days' advance written notice by registered mail or equivalent mail shall be given by the insurers to the SLSMC in the event of any material change in or cancellation of coverage. Any such notice received by the Contractor shall be transmitted immediately to the SLSMC.

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GIC 5 PAYMENT OF DEDUCTIBLE

- 5.1 The Contractor shall solely bear the responsibility to pay any deductible under its insurance policies.

GIC 6 AMOUNTS IN CANADIAN DOLLARS

- 6.1 All amounts in these Insurance Conditions are in Canadian dollars.

PART 2 – COMMERCIAL GENERAL LIABILITY (CGL)

CGL 1 SCOPE OF POLICY

- 1.1 The CGL policy must provide for limits of liability of not less than **\$5,000,000 per occurrence**, or such other amount specified in the Supplementary Conditions and cover bodily injury, death, and property damage for any occurrence or series of occurrences arising out of one cause, and not less than **\$5,000,000 in the annual aggregate** or such other amount specified in the Supplementary Conditions for Products and Completed Operations. Coverage must include blanket contractual liability, severability of interests, and sudden and accidental pollution.

CGL 2 ADDITIONAL INSURED

- 2.1 The insurance policy shall insure the Contractor as “Named Insured” and the St. Lawrence Seaway Management Corporation and His Majesty the King in right of Canada as “Additional Insureds”. The following clause must be added to all applicable insurance policies:

“It is hereby agreed that the St. Lawrence Seaway Management Corporation and His Majesty the King in right of Canada are added as Additional Insureds with respect to liability arising out of the operations of the insured.”

CGL 3 COVERAGE

- 3.1 The policy shall include, but not be limited to the following coverage:
- a) Liability arising out of or resulting from the ownership, existence, maintenance or use of premises by the Contractor and operations necessary or incidental to the performance of this contract.
 - b) Broad Form property damage including completed operations and the loss of use of property.
 - c) Removal or weakening of support of any building, structure or land whether such support is natural or otherwise.

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- d) Liability to third parties for bodily injury, personal injury (while not limited to, the coverage must include violation of privacy, libel and slander, false arrest, detention or imprisonment and defamation of character), death, and property damage arising out of the use, maintenance, operation, including loading and unloading of vehicles and equipment which are not licensed for highway use and which are not covered by Automobile Liability insurance.
- e) Non-owned automobile liability.
- f) Elevator Liability (including hoists and similar devices).
- g) SLSMC's and Contractor's protective liability.
- h) Contractual and assumed liabilities under this Contract.
- i) Completed operations liability. The insurance shall continue for a period of at least 24 months beyond the completion of the Work. For construction projects, the completion of Work is the date of the SLSMC's *Final Certificate of Completion* for the Completed Operations.
- j) Severability of Insureds. The clause shall be written as follows:

"Except with respect to the limit of insurance, and any rights or duties specifically assigned to the first Named Insured, this insurance applies: as if each Named Insured were the only Named Insured; and separately to each insured against whom claim is made or legal action is brought".
- k) Cross Liability. The clause shall be written as follows:

"The insurance policy shall apply to any claim or action brought against anyone insured by any other insured. The coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The inclusion of more than one insured shall not increase the limit of the insurer's liability. Furthermore, any breach of a condition of this policy by any insured shall not affect the protection given by this policy to any other insured".

CGL 4 ADDITIONAL EXPOSURES

- 4.1. The Contractor shall ensure that the insurance policy includes additional coverage(s), if the Contract is subject to any of the following additional exposures:
 - a) Blasting.
 - b) Pile driving and caissons work.
 - c) Underpinning.
 - d) Sudden and accidental pollution.
 - e) Damage to the existing building or structure directly associated with an addition, renovation, repair or installation contract. (The care, custody and control exclusion to be deleted.).

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- f) Marine risks associated with the construction of piers, wharfs, walls and docks. A separate marine policy may be required by the Contractor under the Contract.
- g) Where the Contractor uses “in-house” engineers or architects, or engages consulting engineers or architects for the purposes of the contract, the Professional Services Exclusion contained in the General Liability policy should be amended so it does not apply to such “in-house” services.
- h) Environmental Impairments Liability (EIL). A separate policy may be required under the Contract.
- i) Radioactive contamination resulting from the use of commercial isotopes.

PART 3 – BROAD FORM PROPERTY INSURANCE (PR)

PR 1 SCOPE OF POLICY

- 1.1. The policy shall be written on an “All Risk” basis granting coverage for direct damage and business interruption for any property owned, leased or rented by the contractor. Coverage shall include the risks of flood, sewer back-up, earthquake, testing and commissioning.

PR 2 ADDITIONAL INSURED

- 2.1. The insurance policy shall insure the Contractor as “Named Insured” and the St. Lawrence Seaway Management Corporation and His Majesty the King in right of Canada as “Additional Insured”.

PR 3 PROPERTY INSURED

- 3.1. The property insured shall include all property, equipment and materials owned, leased and rented by the Contractor, including property of others in their custody and control, or for which the Contractor has the obligation to insure.

PR 4 INSURANCE PROCEEDS

- 4.1. The policy shall provide that the proceeds thereof are payable to the SLSMC unless otherwise directed by the SLSMC and within 30 days after filing of the proof of loss.
- 4.2. The Contractor shall provide all documents required, to effect payment of the proceeds without any delay.

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PR 5 AMOUNT OF INSURANCE

- 5.1. The amount of insurance shall be for the **sum of the contract value plus the declared value (if any) mentioned in the contract documents of all material and equipment supplied by the SLSMC to be incorporated into and form part of the finished work.** Settlement shall be on a replacement cost basis.

PR 6 SUBROGATION

- 6.1. The following clause shall be included in the policy:

"All rights of recovery against the Additional Insureds and their associated, affiliated and/or related companies are hereby waived."

PART 4 – AUTOMOBILE LIABILITY (AL)

AL 1 SCOPE OF POLICY

- 1.1. The policy shall be written to cover all licensed automobiles, whether or not they belong to the Contractor, which are used directly, indirectly or incidentally, on the occasion of or in the performance by the Contractor of the work or operations mentioned in the Contract.

AL 2 ADDITIONAL INSURED

- 2.1. The insurance policy shall insure the Contractor as "Named Insured" and the St. Lawrence Seaway Management Corporation and His Majesty the King in right of Canada as "Additional Insureds".

AL 3 COVERAGE

- 3.1. The policy shall include but not be limited to the following coverage:
- a) Shall be written for a minimum amount of **\$1,000,000 per occurrence** or such other amount specified in the Supplementary Conditions (as applicable) for bodily injury, death and property damage.
 - b) Shall be subject to the provisions of the Automobile Insurance Act of Quebec or any successor legislation when the work is carried out in the Province of Quebec.
 - c) Shall be subject to the provisions of the Compulsory Automobile Insurance Act of Ontario or any successor legislation when the work is carried out in the Province of Ontario.

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AL 4 COVERAGE SUPPLIED BY EMPLOYEES OF THE CONTRACTOR

- 4.1. It is the Contractor's responsibility to ensure that their employees carry automobile insurance while on the SLSMC's property.
- 4.2. Employees of the Contractor who use their own vehicle or that of any other person for business- related activities while on the SLSMC's premises:
- a) Shall carry vehicle liability insurance for **\$1,000,000 (Canadian) per occurrence** or such other amount as specified in the Supplementary Conditions (as applicable) for bodily injury, death and property damage.
 - b) Shall be subject to the provisions of the Automobile Insurance Act of Quebec or any successor legislation when the work is carried out in the Province of Quebec.
 - c) Shall be subject to the provisions of the Compulsory Automobile Insurance Act of Ontario or any successor legislation when the work is carried out in the Province of Ontario.

PART 5 – WRAP-UP LIABILITY (WUL)

WUL 1 SCOPE OF POLICY

- 1.1. The Wrap-Up Liability policy must provide for limits of liability of not less than **\$5,000,000 per occurrence**, or such other amount specified in the Supplementary Conditions (as applicable) as well as limits of not less than **\$5,000,000 in the annual aggregate** or such other amount specified in the Supplementary Conditions (as applicable) as respects Products and Completed Operations for a period of twenty-four (24) months beyond the date of the SLSMC's *Final Certificate of Completion*, with coverage for bodily injury, death, and property damage for any one occurrence or series of occurrences arising out of one cause. Coverage must also include blanket contractual liability, severability of interests, and sudden and accidental pollution.

WUL 2 NAMED INSURED

- 2.1. Named insureds on the policy must include Contractor and all Subcontractors, architects, engineers who have access to the work site.

WUL 3 ADDITIONAL NAMED INSURED

- 3.1. The St. Lawrence Seaway Management Corporation and His Majesty the King in right of Canada must be named "Additional Named Insured" under the policy.

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WUL 4 POLICY PERIOD

- 4.1. The required insurance policy must take effect from the commencement date of the Work and remain in effect for the duration of the Contract, and for a period of 24 months from the date of completion of Work which, for construction projects, is the date of the *Final Certificate of Completion*.

WUL 5 COVERAGES

- 5.1. The policy shall include, but not be limited to the following coverages:

- a) Liability arising out of or resulting from property, existence, maintenance or use of premises by the Contractor and operations necessary or incidental to the performance of this Contract.
- b) Broad Form property damage including completed operations and the loss of use of property.
- c) Removal or weakening of support of any building, structure or land, whether such support is natural or otherwise.
- d) Liability to third parties for bodily injury, personal injury (while not limited to, the coverage must include violation of privacy, libel and slander, false arrest, detention or imprisonment and defamation of character), death, and property damage arising out of the use, maintenance, operation, including loading and unloading of vehicles and equipment which are not licensed for highway use and which are not covered by Automobile Liability insurance.
- e) Non-owned automobile liability.
- f) Elevator Liability (including hoists and similar devices).
- g) Owner's and Contractor's Protective Liability.
- h) Contractual and assumed liabilities under this Contract.
- i) Completed operations liability.
- j) Severability of Insureds:

The clause shall be written as follows:

"Except with respect to the limit of insurance, and any rights or duties specifically assigned to the first Named Insured, this insurance applies:

- i. As if each Named Insured were the only Named Insured; and
- ii. Separately to each Insured against whom claim is made or legal action is brought".

- k) Cross Liability:

The clause shall be written as follows:

"The insurance as is afforded by this policy shall apply in respect to any claim or action brought against anyone insured by any other insured. The coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The inclusion of more than one insured shall not increase the limit of the insurer's liability. Furthermore, any breach of a condition of this policy by any insured shall not affect the protection given by this policy to any other insured."

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WUL 6 ADDITIONAL EXPOSURES

- 6.1. The Contractor shall ensure that the insurance policy includes additional coverage(s), if the contract is subject to any of the following additional exposures:
- a) Blasting.
 - b) Pile driving and caisson work.
 - c) Underpinning.
 - d) Damage to the existing building or structure directly associated with an addition, renovation, repair or installation contract. (The care, custody and control exclusion to be deleted).
 - e) Marine risks associated with the construction of piers, wharfs, walls and docks. A separate marine policy may be required by the Contractor.
 - f) Where the Contractor uses “in-house” engineers or architects, or engages consulting engineers or architects for the purposes of the contract, the Professional Services Exclusion contained in the General Liability policy should be amended so it does not apply to such “in- house” services.
 - g) Environmental Impairment Liability (EIL). A separate policy may be required.
 - h) Radioactive contamination resulting from the use of commercial isotopes.

PART 6 – BUILDERS’ RISK – INSTALLATION FLOATER ALL RISKS (BR)

BR 1 SCOPE OF POLICY

- 1.1. The policy shall be written on an “All Risk” basis granting coverages similar to those provided by the forms known and referred to in the insurance industry as “Builders’ Risk Comprehensive Form” and/or Installation Floater “All Risks” including the risks of flood, sewer back-up, earthquake, testing and commissioning.

BR 2 NAMED INSUREDS

- 2.1. Contractor and all Subcontractors, architects, engineers who have access to the work site.

BR 3 ADDITIONAL NAMED INSUREDS

- 3.1. The St. Lawrence Seaway Management SLSMC and His Majesty the King in right of Canada.

INSURANCE CONDITIONS

BR 4 PROPERTY INSURED

4.1. The property insured shall include:

- a) The work and all property, equipment and materials intended to become part of the finished work including off-site, while in transit and at the site of the project while awaiting, during and after installation, erection or construction including testing, commissioning and by-law coverage.
- b) Expenses incurred in the removal from the construction site of debris of the property insured, including demolition of damaged property, de-icing and dewatering, occasioned by loss, destruction or damage to such property and in respect of which insurance is provided by the policy.

BR 5 INSURANCE PROCEEDS

- 5.1. The policy shall provide that the proceeds thereof are payable to the SLSMC unless otherwise directed by the SLSMC and within 30 days after filing of the proof of loss.
- 5.2. The Contractor shall provide all documents required to effect payment of the proceeds without any delay.

BR 6 AMOUNT OF INSURANCE

- 6.1. The amount of insurance shall be for the **sum of the Contract value plus the declared value (if any) mentioned in the Contract documents of all material and equipment supplied by the SLSMC to be incorporated into and form part of the finished Work.** Settlement shall be on a replacement cost basis.

BR 7 SUBROGATION

- 7.1. The following clause shall be included in the policy:

"All rights of recovery against the Additional Named Insureds and their associated, affiliated and/or related companies are hereby waived."

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PART 7 – MARINE LIABILITY INSURANCE – PROTECTION & INDEMNITY (P&I)

PI 1 SCOPE OF POLICY

- 1.1. The policy shall cover legal liability of the insured for loss, damage or expense arising out of, or incidental to the Property, operation, chartering, maintenance, use of any vessel, craft in use on inland waterways, including liability of the insured for personal injury, illness or death, or for loss or damage to the property of another person.

PI 2 ADDITIONAL INSURED

- 2.1. The insurance policy shall insure the Contractor as “Named Insured” and the St. Lawrence Seaway Management Corporation and His Majesty the King in right of Canada as “Additional Insureds”.

PI 3 COVERAGE

- 3.1. The policy shall include but not be limited to the following coverages:
- a) Hull and Machinery insurance (if applicable), shall be subject to Institute Times Clauses Hull, American Institute Hull or CBMU form, including Towers and Collision Liabilities.
 - b) Protection and Indemnity insurance must be carried by the Contractor with respect to third party liabilities and include Towers and Collision Liabilities and excess Towers and Collision Liabilities, for a minimum limit of **\$10,000,000** or such other amount as determined by the SLSMC in the Supplementary Conditions for any one accident or occurrence, including a Cross Liability clause.
 - c) St. Lawrence Seaway Management Corporation and His Majesty the King in right of Canada to be named as “Additional Insureds” under both Hull and Machinery and Protection and Indemnity insurance.
 - d) Hull and Machinery insurers, Protection and Indemnity insurers and the Contractor are to waive their rights in subrogation against St. Lawrence Seaway Management SLSMC and His Majesty the King in right of Canada.

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PART 8 – ENVIRONMENTAL IMPAIRMENT LIABILITY (EIL)

EIL 1 SCOPE OF POLICY

- 1.1. The policy shall cover financial loss incurred by the St. Lawrence Seaway Management SLSMC and His Majesty the King in right of Canada as a consequence of or resulting from any negligent act, error or omission causing environmental damages.

EIL 3 ADDITIONAL INSURED

- 2.1. The insurance policy shall insure the Contractor as “Named Insured” and the St. Lawrence Seaway Management Corporation and His Majesty the King in right of Canada as “Additional Insureds”.

EIL 3 COVERAGES

- 3.1. In conformity with the terms and conditions of the Contract, the Contractor must subscribe and maintain in effect an insurance policy covering Environmental Impairment Liability for limits of liability of not less than **\$5,000,000 per occurrence or series of occurrences** or such other amount as specified in the Supplementary Conditions for bodily injury, death and property damage arising from the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of pollutants in the ground, atmosphere, water course or any body of water caused by or as a result of any negligent act, error and/or omission of the Contractor.
 - a) The Environmental Impairment Liability policy must comply to the laws of the Province of Québec as respects to the quality of the environment and/or must comply with the Environmental Protection Act (R.S.O. 1990, c.E. 19) for the Province of Ontario.
 - b) The Contractor must divulge the amount of the applicable deductible or self-insured retention under the Environmental Impairment Liability policy and the SLSMC reserves the right to require evidence from the Contractor of their financial capability to maintain such amount if the deductible or self-insured retention is considered to be substantial.

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PART 9 – ERRORS & OMISSIONS / PROFESSIONAL LIABILITY (PL)

PL 1 SCOPE OF POLICY

- 1.1. The policy shall cover financial loss incurred by the SLSMC and His Majesty the King in right of Canada as a result of a negligent act, error and/or omission by the Contractor and/or its employees and/or its Subcontractors and their suppliers in the supply of any professional services.

PL 2 COVERAGE

- 2.1. The Contractor shall obtain and maintain Professional Liability insurance coverage appropriate to the Contract as described in the Contract for a minimum amount of **\$2,000,000** or such other amount specified in the Supplementary Conditions per claim and annual aggregate.
- 2.2. In the event that a claim and/or knowledge of a possible claim has reduced the Contractor's Professional Liability insurance coverage prior to the commencement of the work or the coverage is reduced after the commencement of the work, the Contractor shall immediately obtain, at the Contractor's own cost, an additional and excess Professional Liability insurance to satisfy the minimum coverage requirements under the Contract.

PL 3 PERIOD OF INSURANCE

- 3.1. The Contractor shall maintain the insurance coverage with the same insurer(s) on a continuous and uninterrupted basis during the term of the Contract and for a period of 24 months following date of completion of the Work.

PART 10 – TECHNOLOGY ERRORS AND OMISSION INSURANCE (TEOI)

TEOI 1 SCOPE OF POLICY

- 1.1. The policy shall cover the liability of the Contractor and its representatives for loss resulting or arising from acts of negligence, errors, or omissions in rendering or failing to render one of the services mentioned in this Contract. Such insurance shall be in a form and in terms acceptable to the SLSMC and for a minimum limit of **\$2,000,000** per occurrence. The policy wording must not contain any exclusion related to security breach, loss or corruption of data or any such exclusion shall be removed by endorsement.

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TEOI 2 COVERAGE

2.1 The policy shall, notably, cover the following services:

Consulting, analysis, design, installation, training, maintenance, support and repair of equipment of information technologies, notably: software, wireless applications, firmware, shareware, networks, systems, hardware, devices or components;

- a) Systems integration;
- b) Data processing, management or warehousing;
- c) Administration, management, operation or hosting of: another party's systems, technology or computer facilities;
- d) Manufacture, sale, licensing, distribution, or marketing of: another party's systems, technology or computer facilities;
- e) Design and development of code, software or programming;
- f) Rental or leasing of software application and providing associated services;
- g) Web services performed for others; and
- h) Activities on the SLSMC website or databases.

PART 11 – CYBERSECURITY AND PRIVACY LIABILITY INSURANCE (CI)

CPLI 1 SCOPE OF POLICY

- 1.1 The policy shall cover the financial loss (including liability) arising out of a breach of confidential information and/or a network security attack for a minimum limit of **\$2,000,000** or such other amount specified in the Supplementary Conditions per claim and **\$2,000,000** or such other amount specified in the Supplementary Conditions in the aggregate.

CPLI 2 COVERAGE

- 2.1 Policy shall be on a claim made basis and shall provide coverage for damages and defense costs.
- 2.2 Policy shall also include an insuring agreement for cyber and network security insurance, covering loss arising out of the transmission of malicious code, actual or potential unauthorized access, unauthorized use, and a failure to protect confidential information, including but not limited to personal and corporate information, which results in the loss or misappropriation of such information in both electronic and non-electronic format (both first party and third-party coverage).

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- 2.3 The Contractor shall maintain the Cybersecurity Liability coverage in place for the duration of the Contract in addition to a 2-year time period after termination of this Contract by way of annual policy renewal, or purchase of extended reporting period coverage.

PART 12 – CNESST & WSIB (WC)

WC 1 CANADIAN COMPLIANCE

- 1.1. The Contractor shall provide evidence of compliance with all requirements of the applicable WSIB or CNESST or any relevant provincial ordinance or similar program, in which case conditional insurance covering the employer's liability is required including payment due.

WC 2 USA COMPLIANCE

- 2.1. A U.S. Contractor shall provide evidence of compliance with all requirements of the applicable US Worker's Compensation coverage required by the applicable U.S. statutes for the state of regulation.

PART 13 – MOHAWK SELF INSURANCE (MSI)

MSI 1 SCOPE OF POLICY

The Contractor shall furnish evidence of compliance with all the requirements of the applicable Mohawk Council of Kahnawake – Social development unit ordinance, including payments due thereunder.